



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

NORTHERN REGIONAL OFFICE
13901 Crown Court, Woodbridge, Virginia 22193
(703)583-3800 FAX (804) 698-4178
www.deq.virginia.gov

Travis A. Voyles
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

Thomas A. Faha
Regional Director

**VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY
ENFORCEMENT ACTION - ORDER BY CONSENT**

ISSUED TO

Williams Lawncare and Landscaping, Inc.

FOR

**Williams Lawncare and Landscaping
Unregistered Facility**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the Virginia Department of Environmental Quality and Williams Lawncare and Landscaping, Inc., for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the terms in this Consent Order have the meaning assigned to them in Va. Code §10.1-1300 *et seq.* and the Regulations for the Control and Abatement of Air Pollution (Regulations) at 9 VAC 5-10 *et seq.*

SECTION C: Findings of Fact and Conclusions of Law

1. Williams Lawncare and Landscaping, Inc. (Williams Landscaping) is a business entity authorized to do business in Virginia. Williams Landscaping is a "person" within the meaning of Va. Code § 10.1-1300.
2. Williams Landscaping owns and operates a wood mulching facility located on the 15000 block of James Madison Highway in Orange County, Virginia (Facility). The property is

assigned PIN 0570000000320 by Orange County. The Facility does not currently have an air registration or exemption with the Department.

3. On February 24, 2022, Department staff conducted an inspection at the Facility for compliance with the requirements of the Virginia Air Pollution Control Law and regulations. Based on the evaluation and follow-up information, Department staff made the following observations:
 - a. Two (2) diesel-engine driven wood grinders, rated at 860 HP each, and one (1) gasoline engine driven conveyor belt.
 - b. No methods of dust suppression were observed, and Facility representatives stated that dust suppression had not been used at Williams Landscaping.
4. DEQ records review showed Williams Landscaping air permit was revoked by mutual shutdown letter dated July 18, 2014. DEQ has not issued a new permit for the activity at the Facility.
5. 9 VAC 5-80-1120(A) requires that no owner or other person shall begin actual construction of, or operate, any new stationary source or any project subject to this article without first obtaining from the board a permit under the provisions of this article. The owner may not construct or operate the stationary source or project contrary to the terms and conditions of that permit.
6. 9 VAC 5-50-90 requires that during the construction, modification or operation phase of a stationary source or any other building, structure, facility or installation, no owner or other person shall cause or permit any materials or property to be handled, transported, stored, used, constructed, altered, repaired or demolished without taking reasonable precautions to prevent particulate matter from becoming airborne...
7. On March 1, 2022, based on the evaluation and follow-up information, the Department issued Notice of Violation (NOV) ANRO002043 to Williams Landscaping for the violations described in paragraphs 3 through 6 above.
8. On April 11, 2022, Department staff met with representatives of Williams Landscaping to discuss the violations.
9. Based on the results of the February 24, 2022, evaluation and the April 11, 2022, meeting, the Department concludes that Williams Landscaping has violated 9VAC5-80-1120(A) and 9VAC5-50-90, as described in paragraphs 3 through 6 above.
10. In order for Williams Landscaping to return to compliance, DEQ staff and representatives of Williams Lawncare and Landscaping, Inc., have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Consent Order (Order).

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Department orders Williams Lawncare and Landscaping, Inc., and Williams Lawncare and Landscaping, Inc. agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$8,930 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Williams Lawncare shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Williams Landscaping shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Department may modify, rewrite, or amend this Order with the consent of Williams Landscaping for good cause shown by Williams Landscaping, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. ANRO002043 dated March 1, 2022. This Order shall not preclude the Department or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Williams Landscaping admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Williams Landscaping consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Williams Landscaping declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Department to modify, rewrite, amend, or enforce this Order.
6. Failure by Williams Landscaping to comply with any of the terms of this Order shall constitute a violation of an order of the Department. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Department or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Williams Landscaping shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Williams Landscaping shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Williams Landscaping shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Williams Landscaping. Nevertheless, Williams Landscaping agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Williams Landscaping has completed all of the requirements of the Order;
 - b. Williams Landscaping petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or the Department terminates the Order in his or its sole discretion upon 30 days' written notice to Williams Landscaping.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Williams Landscaping from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Williams Landscaping and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Williams Landscaping certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Williams Landscaping to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Williams Landscaping.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Williams Lawncare and Landscaping, LLC voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 21st day of March, ~~2022~~ ²⁰²³.



Thomas A. Faha, Regional Director
Department of Environmental Quality

----- (Remainder of Page Intentionally Blank) -----

Williams Lawncare and Landscaping, Inc. voluntarily agrees to the issuance of this Order.

Date: 2/14/23 By: BH MU, CFO
(Person) (Title)
Williams Lawncare and Landscaping, Inc.

APPENDIX A SCHEDULE OF COMPLIANCE

1. Permit Required to Construct and Operate

Williams Landscaping shall not construct or operate a facility that requires a permit under 9 VAC 5-80-1120(A) without first obtaining such a permit.

- a. Within 30 days of the execution of this Order, Williams Landscaping shall submit to DEQ, an Air Permit Application (Form 7), to reflect the operational processes and associated equipment at the Facility.
- b. Williams Landscaping shall respond to any DEQ comments regarding its submittal and/or supply any requested information needed for the Department to evaluate the submittal within fifteen days from the date of the DEQ comments/request.
- c. Williams Landscaping shall keep records at the Facility sufficient to calculate monthly and annual emissions until a Permit is issued. Records shall also include fuel usage, production values, maintenance logs, and operator training.
- d. If Williams Landscaping is unable to meet any deadline in this order, it shall submit correspondence demonstrating reasonable progress is being made toward meeting the request within four business days of discovery.
- e. Within 30 days of the execution of this Order, Williams Landscaping shall submit all required notifications required under 9 VAC 5-50-50(A).

2. Fugitive Dust

Williams Landscaping shall control fugitive dust as required by 9VAC5-50-90. Williams Landscaping shall:

- a. Williams Landscaping shall implement corrective actions to reduce fugitive emissions from all on site sources within 30 days of the execution of this Order. A report evaluating the effectiveness of the implementation shall be submitted to the DEQ no later than 90 days of the execution of this Order.

3. DEQ Contact

Unless otherwise specified in this Order, Williams Landscaping shall submit all requirements of Appendix A of this Order to:

Virginia Department of Environmental Quality
Northern Regional Office
Attention: Enforcement
13901 Crown Ct
Woodbridge, VA 22193